

can frustrate fair competition. Even AT&T effectively has agreed that the BOCs have no ability to overwhelm competitors in wireless; it bought the nation's largest cellular carrier and has invested billions more for PCS licenses, investments that would not make sense if the incumbent LEC had a clear edge. Id. ¶¶ 77-79.

The New Jersey Corridors. When NYNEX and Bell Atlantic sought permission to operate as interexchange carriers in limited geographic corridors during the early 1980s, the district court credited suggestions that allowing such service would give “the Operating Companies the same incentive to discriminate against the new entrants that they had while part of the integrated Bell System,” and that it “may be tantamount to giving to the Operating Companies a monopoly over certain interstate traffic.” United States v. Western Elec. Co., 569 F. Supp. 990, 1018 n.142, 1023 (D.D.C. 1983). However, these merged companies do not dominate the corridor traffic. By AT&T's own account, Bell Atlantic has less than 20 percent of the corridor business. AT&T Waiver Petition at 3. Furthermore, as of July 1995, Bell Atlantic's basic rates were 20 to 30 percent lower than those of the three largest interexchange carriers. Gordon Aff. ¶ 23.

GTE/Sprint. GTE's ownership of Sprint proves the same point on a larger scale. See id. ¶ 22. As the fourth largest local exchange carrier and the incumbent carrier across large geographic areas, GTE had the same theoretical incentives to impede interexchange competition as would a BOC entering the long distance market today. See United States v. Western Elec. Co., 993 F.2d at 1579 (explaining relevance of GTE experience). Indeed, when seeking to place conditions on GTE's purchase of Sprint in 1984, the DOJ argued that, because GTE “provide[d]

in the same market both local monopoly telecommunications services and competitive long distance services,” it necessarily would have “the incentive and ability to foreclose or to impede competition in the competitive (or potentially competitive) market by discriminating in favor of its own long distance carrier.” United States v. GTE Corp., 603 F. Supp. 730, 732 (D.D.C. 1984).

Yet, after the acquisition was completed, Sprint never was able to accumulate disproportionate market share in areas served by a GTE telephone company. The Department of Justice found no pattern of discrimination by GTE in favor of Sprint, and even AT&T and MCI have had to concede that GTE’s monopoly power in the local exchange never enabled it to “achieve market power” in its in-region, interLATA market.<sup>71</sup> As further evidence of its inability to earn monopoly profits in the long distance business, GTE sold Sprint in three installments between 1986 and 1992. GTE recently entered long distance as a new entrant — in the same way that Southwestern Bell will enter — and has competed effectively with AT&T not through any anticompetitive conduct but rather through residential prices that are 17 percent lower. See Peter Huber, Local Exchange Competition Under the 1996 Telecom Act 55 & n.207 (1997).

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<sup>71</sup> MCI’s Initial Comments to the Department of Justice Concerning the Motion to Vacate the Judgment and NYNEX’s Request to Provide Interexchange Service in New York State at 58, United States v. Western Elec. Co., No. 82-0192 (D.D.C. filed Dec. 9, 1994); see AT&T’s Opposition to the Four RBOCs’ Motion to Vacate the Decree at 159, United States v. Western Elec. Co., No. 82-0192 (D.D.C. filed Dec. 7, 1994).

**E. The Effect of Southwestern Bell's Entry on Local Competition**

Even if the Commission were to focus on local competition rather than the critical interLATA issues, it would have to find that approving Southwestern Bell's application is in the public interest. This conclusion is consistent with the findings of the OCC and with the state of the local markets in Oklahoma. The OCC — which is the expert agency on this issue — determined after reviewing Southwestern Bell's first section 271 application that, "once full long distance competition is opened up in Oklahoma, the major competitive providers of local exchange service will take notice and adjust their respective business plans to move Oklahoma closer to the top of their schedules, resulting in faster and broader local exchange competition for Oklahoma consumers." OCC 1997 Comments at 11. This is true for all potential entrants, who will have to compete more intensely for local business in Oklahoma once Southwestern Bell is able to offer attractive bundled packages of local and long distance service. But it is especially true for the major interexchange carriers. The FCC itself has recognized that Bell company entry into interLATA services "would surely give long distance carriers an added incentive to enter the local market." South Carolina Order ¶ 25.<sup>72</sup> The South Carolina PSC likewise has explained that Bell company entry into long distance "will create real incentives for the major [interexchange carriers] to enter the local market rapidly in [a given state], because

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<sup>72</sup> In its South Carolina Order, the FCC determined that interexchange carriers might not be able to enter the local market because BellSouth had not satisfied all checklist requirements. As explained in Part II, supra, the same cannot be said of Southwestern Bell in Oklahoma.

they will no longer be able to pursue other opportunities secure in the knowledge that [the Bell company] cannot invade their market until they build substantial local facilities.”<sup>73</sup>

Approving Southwestern Bell’s application would give the Big Three long distance carriers added ability, as well as incentive, to compete as CLECs. AT&T, MCI, and Sprint are temporarily prohibited from bundling with interLATA services any wholesale local services they obtain from Southwestern Bell. Southwestern Bell’s entry will release the interexchange carriers from this prohibition in Oklahoma, 47 U.S.C. § 271(e)(1), and produce the result Congress envisioned: enhanced competition in both local and long distance markets. S. Conf. Rep. No. 104-230, at 1 (Act intended to “ope[n] all telecommunications markets to competition”).

While the prospect of in-region, interLATA relief may be viewed as a “carrot” — or even a “stick” — to force Southwestern Bell to comply with the competitive checklist and thereby open the local market to competitors, no such “carrot” is needed: “all procompetitive entry strategies” are now open to CLECs in Oklahoma. See Michigan Order ¶ 387. This has been demonstrated by Southwestern Bell’s processing of hundreds of thousands of CLEC local service orders for such items as resold lines, interconnection trunks, and unbundled network elements. If the “carrot” of interLATA entry were nevertheless denied to Southwestern Bell, that would discourage future efforts by all Bell companies to comply with the statutory prerequisites — not further open local markets, as CLECs have claimed. See generally Separate Statement of Commissioner Michael K. Powell at 1 (a BOC “must have some confidence that if

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<sup>73</sup>. See Order Addressing Statement and Compliance with Section 271 of the Telecommunications Act of 1996, Entry of BellSouth Telecommunications, Inc., into InterLATA Toll Market, Docket No. 97-101-C, Order No. 97-640, at 67 (SCPSC Jul. 31, 1997).

it takes further steps to allow competitors to win away its customers, the company will be rewarded in kind with the right to compete in the long distance market”), appended to South Carolina Order.

Furthermore, it is simply wrong to suggest that there would be consumer benefits from further delaying long distance competition in the name of possible local competition. The 1996 Act’s temporary prohibition on bundling by the major interexchange carriers pending Southwestern Bell’s interLATA entry is the only barrier remaining to full local competition in Oklahoma. Now that the local market is open, CLECs will enter the segments of the market they wish to serve at their own pace, in accordance with their own business plans. Southwestern Bell is powerless to force them to enter the local telephone business in any particular manner — say, by requiring facilities-based service to residences — and withholding interLATA relief from Southwestern Bell will not change that fact.

Nor could Southwestern Bell “backslide” on its firmly established steps to open the local telephone business. Southwestern Bell has made irreversible investments in opening the local market and has developed a track record of performance. In addition, sections 251 and 252 of the Communications Act and all substantive requirements of the 1996 Act, as well as FCC orders implementing those sections — not to mention the antitrust laws — will fully apply to Southwestern Bell’s local operations, just as they govern the operations of other incumbent LECs. Section 271(d)(6) also gives the FCC special tools to ensure Southwestern Bell’s continued compliance with the prerequisites of interLATA relief. If Southwestern Bell failed to meet any of its statutory or Commission-imposed obligations, CLECs that closely monitor

Southwestern Bell's performance would no doubt report those violations to the FCC, the OCC, or the courts.

Delaying section 271 relief in Oklahoma would deny consumers added choice and competitive benefits in the interLATA market. There would be no offsetting benefits (but, indeed, parallel consumer losses) in the local market. As former Chairman Hundt put it, "[c]ompetition delayed is competition denied."<sup>74</sup>

### CONCLUSION

Much has changed in the year since Southwestern Bell's first application for interLATA relief in Oklahoma. Southwestern Bell has now demonstrated its real-world ability to furnish all the local facilities and services CLECs may need to enter the local market. CLECs likewise have proven their ability to enter the local market in Oklahoma consistent with their business plans. Yet some things remain the same. In particular, incumbent long distance carriers such as AT&T, MCI, and Sprint are staying out of the local market in Oklahoma while instead doing everything possible in the regulatory arena to prevent vigorous interLATA competition.

The Commission should end this situation and finish the job of opening telecommunications markets to competition. Southwestern Bell has satisfied all statutory prerequisites to provide interexchange services in Oklahoma. Such service would be consistent with the public interest, convenience, and necessity. The application should be granted.

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<sup>74</sup>. Separate Statement of Chairman Reed Hundt at 6, Amendment of the Commission's Rules Regarding Installment Payment Financing for Personal Communications Services (PCS) Licensees, 12 FCC Rcd 16436, 16507 (1997).

2/13/98 Draft — [Southwestern Bell, \_\_\_\_\_, 1998, Oklahoma]

Respectfully submitted,

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\_\_\_\_\_, 1998





## OKLAHOMA AFFIANTS

- 1. Adair, Bill:** Number administration.
- 2. Auinbauh, Mike:** Policy affidavit (negotiations, collocation, white pages, interim number portability and UNE policy)
- 3. Cleek, Charles:** State affidavit (regulatory environment, commission actions, pricing, reciprocal compensation and resale)
- 4. Deere, Bill:** Network
- 5. Dysart, Randy:** Performance measurements
- 6. Elizondo, George:** Competitive analysis
  - Abney, Karen:* SWB/Brooks customer
  - Kirkpatrick, Toni:* SWB/Brooks customer
  - Kubiak, Tim:* SWB/Brooks customer
  - Ryan, Tim:* SWB/Brooks customer
  - Weeks, Debra:* SWB/Brooks customer
  - Weiss, Teri:* SWB/Brooks customer
  - Wood, Maxie:* SWB/Brooks customer
- 7. Fleming, Gary:** Interim number portability
- 8. Ham, Liz:** OSS operations
- 9. Hearst, Jim:** Poles, ducts, conduits and rights-of-way
- 10. Keener, Richard:** Operator services and Directory assistance
- 11. Kramer, Linda:** Local Operations Center (LOC)
- 12. Lowrance, Nancy:** Local Service Center (LSC)
- 13. Moore, Mike:** Cost studies
- 14. Watts, Jim:** CPNI
- 15. Wilkinson, Barb:** Win back

## 272 Affiants

- 16. Larkin, Kathleen:** 272/affiliate transactions
- 17. Lube, John:** 272/SBLD separate affiliate compliance
- 18. Rehmer, Kathy:** 272/SBLD compliance

## Outside Affiants

- 19. Dauffenbach, Robert:** WEFA supporting affidavit
- 20. Gordon, Ken:** Public interest-LD entry-Regulatory
- 21. Kahn, Alfred:** Public interest-LD entry-Economic
- 22. Price, Edward:** WEFA supporting affidavit
- 23. Raimondi, Michael:** WEFA study
- 24. Schmalensee, Richard:** Public interest-LD entry-Consumer
- 25. Thorsen, Carl:** OSS test

# **OKLAHOMA AFFIDAVITS**

## **With**

## **Confidential Information**

**1. Adair, Bill:** no confidential information

**2. Auinbauh, Mike:** Attachments on the Schedule #'s 7, 8, 10 & 11. contain confidential information.

**3. Cleek, Charles:** no confidential information

**4. Deere, Bill:** no confidential information

**5. Dysart, Randy:** no confidential information

**6. Elizondo, George:** Attachments A, C, & D contain confidential information. In addition, the following paragraphs contain confidential information; **paragraphs 22, 23, 24, 25, 26, 30, 31, 39, 43, 49 figure 9, 50, 52, 53, 54, 59 figure 10, 60, 61, 63 figure 11, 64, 65, 70, 71, 72 & 73**

**7. Fleming, Gary:** no confidential information

**8. Ham, Liz:** no confidential information

**9. Hearst, Jim:** no confidential information

**10. Keener, Richard:** Attachment 1 contains confidential information and is identified accordingly.

**11. Kramer, Linda:** no confidential information

**12. Lowrance, Nancy:** no confidential information

**13. Moore, Mike:** no confidential information

**14. Watts, Jim:** no confidential information

**15. Wilkinson, Barb:** no confidential information

### **272 Affiants**

**16. Larkin, Kathleen:** The following attachments contain confidential information and are identified accordingly; **4.A.15, 4.A.16, 4.A.18, 4.A.20, 4.A.21, 4.A.22, 4.A.23, 4.A.24 & 4.A.25**

**17. Lube, John:** no confidential information

**18. Rehmer, Kathy:** no confidential information

### **Outside Affiants**

**19. Dauffenbach, Robert:**

**20. Gordon, Ken:**

**21. Kahn, Alfred:**

**22. Price, Edward:**

**23. Raimondi, Michael:**

**24. Schmalensee, Richard:**

**25. Thorsen, Karl:**

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		Witness
<b>1</b>	<b>INTERCONNECTION (Checklist Item (I))</b>	
1.1	For transmission and routing of exchange and exchange access service (Act, § 251 (c)(2)(A); 47 CFR § 51.305(a)(1))	Deere Affidavit, ¶ 9 [27]
1.2	At any technically feasible point (Act, § 251 (c)(2)(B); 47 CFR § 51.305(a)(2)), including:	Deere Affidavit, ¶ 9
1.2.1	Line side of local switch (47 CFR § 51.305(a)(2)(I))	Deere Affidavit, ¶ 14
1.2.2	Trunk side of local switch (47 CFR § 51.305(a)(2)(ii))	Deere Affidavit, ¶ 13 [29-37] Auinbauh Affidavit, Schedule 4
1.2.3	Trunk interconnection points of a tandem (47 CFR § 51.305(a)(2)(iii))	Deere Affidavit, ¶ 13
1.2.4	Central office cross-connect points (47 CFR § 51.305(a)(2)(iv))	Deere Affidavit, ¶ 13
1.2.5	Out-of-band signaling transfer points necessary to exchange traffic and access call-related databases (47 CFR § 51.305(a)(2)(v))	Deere Affidavit, ¶ 13
1.2.6	Points of access to unbundled network elements (47 CFR § 51.305(a)(2)(vi))	Deere Affidavit, ¶ 13 [14]
1.3	Two-way trunking upon request and as technically feasible (47 CFR § 51.305(f))	Deere Affidavit, ¶ 31
1.4	Through any technically feasible interconnection method, including: (47 CFR § 51.321(a), (b))	Deere Affidavit, ¶ 9 [10-14, 56-69] Auinbauh Affidavit, ¶ 52
1.4.1	Physical and virtual collocation (Act, § 251(c)(6); 47 CFR § 51.321(b)(1))	Deere Affidavit, ¶s 15, 16, & 18 [17] Auinbauh Affidavit, Schedule 4, [¶¶ 22, 27, 32]
1.4.1.1	For any type of equipment used for interconnection or access to unbundled network elements, including optical terminating equipment and multiplexers and equipment being collocated to terminate basic transmission facilities (47 CFR § 51.323(b), 51.323(b)(1))	Deere Affidavit, ¶s 11 & 12
1.4.1.2	Interconnection point or points accessible to both SBC and the competing LEC as close as possible to SBC's premises (47 CFR § 51.323(d)(1))	Deere Affidavit, ¶s 11 & 12

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1.4.1.3	At least 2 interconnection points where there are at least 2 entry points at which space is available for new facilities (47 CFR § 51.323(d)(2))	Deere Affidavit, ¶ 19
1.4.1.4	Allow interconnection of copper or coaxial cable if approved by the state (47 CFR § 51.323(d)(3))	Deere Affidavit, ¶ 24
1.4.1.5	Allow physical collocation of microwave facilities where technically feasible, or virtual collocation if physical collocation is not technically feasible (47 CFR § 51.323(d)(4))	Deere Affidavit, ¶ 14
1.4.1.6	For virtual collocation, install, maintain, and repair collocated equipment in same manner as SWBT's own equipment (47 CFR § 51.323(e))	Deere Affidavit, ¶¶ 18 [23] Auinbauh Affidavit, ¶¶ [44-47]
1.4.1.7	Allocate space for collocation (47 CFR § 51.323(b); 51.323(f))	Deere Affidavit, ¶¶ 15, [22] Auinbauh Affidavit, ¶ [17]
1.4.1.8	Allow requesting carrier to connect collocated equipment to SWBT's unbundled network elements (47 CFR § 51.323(g))	Deere Affidavit, ¶ 20 Auinbauh Affidavit, ¶s 17 & 51
1.4.1.9	Permit two collocating carriers to interconnect equipment at SWBT's premises (47 CFR § 51.323(h))	Deere Affidavit, ¶ 15
1.4.1.10	Permit subcontracting of physical collocation construction with contractors approved by SWBT, using the same criteria as SWBT in approving its own contractors (47 CFR § 51.323(j))	Deere Affidavit, ¶ 21
1.4.2	Meet point arrangements (47 CFR § 51.321(b)(2))	Deere Affidavit, ¶ 31
1.5	Provide technical information regarding SWBT's facilities to allow requesting carrier to achieve interconnection (47 CFR § 51.305(g))	Auinbauh Affidavit, ¶¶ 17, [25, 27-28, schedule 5]
1.6	Pricing for interconnection is just, reasonable, and nondiscriminatory, is based on cost, and includes a reasonable profit, and is no less favorable than the terms and conditions SWBT applies to itself (Act, § 252(d)(1)) (Act, § 251(c)(2)(D), 252(d)(1), 47 CFR § 51.305(a)(5))	Cleek Affidavit, ¶¶ 18, [20, 22-23, 26-30] Auinbauh Affidavit, ¶ [21, 23] Moore Affidavit, generally

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2 <b>UNBUNDLED NETWORK ELEMENTS (Checklist Item (II))</b>	
<i><b>General Provisions for Unbundled Network Elements</b></i>	
2.1 Provide to any requesting carrier nondiscriminatory access to network elements (Act, § 251(c)(3), Act, § 271(c)(2)(B)(ii); 47 CFR § 51.307(a))	Deere Affidavit, ¶s 39 & 40, [38-59] Auinbauh Affidavit, ¶ 51
2.2 At any technically feasible point (Act, § 251(c)(3); 47 CFR § 51.307(a))	Deere Affidavit, ¶s 39 & 41
2.3 On rates, terms, and conditions that are just, reasonable, and nondiscriminatory (Act, § 251(c)(3); 47 CFR § 51.307(a) )	Deere Affidavit, ¶s 39 & 40 Cleek Affidavit, ¶¶ [20-21, 23]
2.4 Provide network elements in a manner that allows requesting carrier to provide any telecommunications service that may be offered by means of that element (Act, § 251(c)(3); 47 CFR § 51.307(c) )	Deere Affidavit, ¶s 40 & 42
2.5 Access to the facility or functionality of a network element provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d))	Deere Affidavit, ¶ 43
2.6 Provide technical information regarding SWBT's facilities to enable requesting carrier to achieve access to elements (47 CFR § 51.307(e))	Deere Affidavit, ¶ 42
2.7 No limitations, restrictions, or requirements on requests that would impair a requesting carrier's ability to provide a telecommunications service in a manner it intends (47 CFR § 51.309(a))	Deere Affidavit, ¶ 40
2.8 Requesting carrier may purchase an unbundled network element to provide exchange access service to itself (47 CFR § 51.309(b))	Deere Affidavit, ¶ 45
2.9 Requesting carrier is entitled to exclusive use of an unbundled network facility for a period of time, and to use of an unbundled feature, function, or capability for a period of time (47 CFR § 51.309(c))	Deere Affidavit, ¶ 46
2.10 SWBT retains duty to maintain, repair, or replace the element (47 CFR § 51.309(c))	Deere Affidavit, ¶ 46 Kramer Affidavit, ¶s 19, & 22
2.11 Where technically feasible, quality of the element and access to the element must be at least equal to what SWBT provides itself or any subsidiary, affiliate, or other	Deere Affidavit, ¶ 46

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	party (47 CFR § 51.311(a),(b))	
2.12	Terms and conditions of access to elements offered equally to all requesting carriers (47 CFR § 51.313(a))	Deere Affidavit, ¶ 47 Auinbauh Affidavit, ¶s 49 & 50
2.13	Terms and conditions of access to elements shall be no less favorable than terms and conditions under which SWBT provides such elements to itself (47 CFR § 51.313(b))	Deere Affidavit, ¶ 46
2.14	Pricing is just, reasonable, and nondiscriminatory, is based on cost, and includes a reasonable profit (Act, § 252(d)(1))	Cleek Affidavit, ¶ 18
	<i>Combinations of Unbundled Elements (47 CFR § 51.315)</i>	
2.15	Unbundled elements provided in a manner that allows requesting carriers to combine them to provide a telecommunications service (47 CFR § 51.315(a))	Deere Affidavit, ¶ 48 Auinbauh Affidavit, ¶s 51 & 53
	<i>Network Interface Device (47 CFR § 51.319(b))</i>	
2.19	Requesting carrier can connect its local loops to customer's inside wiring through SWBT's NID and an adjoining NID deployed by requesting carrier (47 CFR § 51.319(b)(2))	Deere Affidavit, ¶ 52
	<i>Operations Support Systems</i>	
2.20	All required OSS functions made available to purchasers of unbundled elements (47 CFR § 51.313(c))	Ham Affidavit, ¶ 6 Kramer Affidavit, ¶s 17, 18, 19, & 21
2.21	Pre-ordering and provisioning (47 CFR § 51.319(f)(1))	Ham Affidavit, Pre-Ordering, ¶s 27-41, [26-40] Auinbauh Affidavit, Schedule 4 Thorsen Affidavit, [pp. 5-7] Kramer Affidavit, ¶¶ [11, 16] Note-provisioning is covered in the ordering ¶s outlined in 2.22 below Dysart Affidavit, Pre-Ordering ¶s 14-19 Dysart Affidavit, Ordering ¶s 32-48 Lowrance Affidavit

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2.22	Ordering (47 CFR § 51.319(f)(1))	Ham Affidavit, Ordering/Provisioning, ¶s 41-83, [14-16] Dysart Affidavit, ¶s 20-31, [28-40] Thorsen Affidavit, [pp. 8, 14-15] Lowrance Affidavit, ¶¶ [13, 15, 16]  Auinbauh Affidavit, Schedule 4
2.23	Maintenance and repair (47 CFR § 51.319(f)(1))	Ham Affidavit, ¶s 83-99 Dysart Affidavit, ¶s [7], 49-64 Kramer Affidavit, ¶s 17, 18, 19, & 21 [generally]
2.24	Billing (47 CFR § 51.319(f)(1))	Ham Affidavit, ¶s 99-113 Dysart Affidavit, ¶s 65-71 Lowrance Affidavit, ¶s 4-7
<b><i>Operator Services and Directory Assistance</i></b>		
2.25	Operator services facilities (47 CFR § 51.319(g))	Dysart Affidavit, ¶s 72, 75, & 76 Keener Affidavit, ¶ 13
2.26	Directory Assistance facilities (47 CFR § 51.319(g))	Dysart Affidavit, ¶s 72, 73 & 74 Keener Affidavit, ¶ 8
2.27	Access provided where technically feasible (47 CFR § 51.319(g))	Deere Affidavit, ¶ 75
<b><i>Further Unbundling</i></b>		
2.28	Unbundling of additional elements where technically feasible in accordance with 47 CFR § 51.317	Deere Affidavit, ¶ 56
<b>3</b>	<b>POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY (Checklist Item (iii))</b>	
3.1	Provide nondiscriminatory access on same basis as provided to SWBT, its affiliates, or any other person at just and reasonable rates in accordance with the requirements of Section 224 of the Act (Act, § 224; Act, § 251(b)(4); Act, § 271(c)(2)(B)(iii); 47 CFR § 1.1403(a))	Hearst Affidavit, ¶s [5, 12], 35-40 Auinbauh Affidavit, Schedule 4
3.2	Costs of modifications allocated in accordance with 47 CFR § 1.1416	Hearst Affidavit, ¶s 32 & 34

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<b>4</b>	<b>UNBUNDLED LOOPS (Checklist Item (iv))</b>	
4.1	Transmission facility between an MDF or equivalent facility in SWBT's central office and end-user premises (47 CFR § 51.319(a))	Deere Affidavit, ¶ 60
4.2	Pricing is just, reasonable, and nondiscriminatory, is based on cost, and includes a reasonable profit (Act, § 252(d)(1))	Cleek Affidavit, ¶ 18
<b>5</b>	<b>UNBUNDLED TRANSPORT (Checklist Item (v))</b>	
5.1	Dedicated transport or entrance facilities or shared transport facilities providing telecommunications service between wire centers or switches owned by SWBT or requesting carrier; from trunk side of switch unbundled from switching or other services (47 CFR § 51.319(d)(1))	Deere Affidavit, ¶¶ [64], 66
5.2	Exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier (47 CFR § 51.319(d)(1))	Deere Affidavit, ¶ 67
5.3	Provide all technically feasible transmission facilities, features, functions, and capabilities that requesting carrier could use to provide telecommunications services (47 CFR § 51.319(d)(2)(ii))	Deere Affidavit, ¶¶ [67-68, 105-111], 71
5.4	Permit, as technically feasible, requesting carrier to connect interoffice facilities to equipment it designates, including its collocated facilities (47 CFR § 51.319(d)(2)(iii))	Deere Affidavit, ¶ 72
5.5	Permit requesting carrier to obtain functionality of SWBT's DCS systems in same manner as interexchange carriers (47 CFR § 51.319(d)(2)(iv))	Deere Affidavit, ¶ 69
5.6	Pricing is just, reasonable, and nondiscriminatory, is based on cost, and includes a reasonable profit (Act, § 252(d)(1))	Cleek Affidavit, ¶ 18



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6	<b>LOCAL AND TANDEM SWITCHING (Classified Item (vi))</b>	
6.1	Local switching capability (Act, § 271(c)(2) (B)(vi); 47 CFR § 51.319(c)(1))	Deere Affidavit, ¶ 72 Elizondo Affidavit, generally Auinbauh Affidavit, Schedule 4
6.1.1	Line-side facilities (47 CFR § 51.319(c)(1)(i)(A))	Deere Affidavit, ¶ 73, [72-81]
6.1.2	Trunk-side facilities (47 CFR § 51.319(c)(1)(i)(B))	Deere Affidavit, ¶ 74, [72-81]
6.1.3	All features, functions, and capabilities of the switch (47 CFR § 51.319(c)(1)(i)(C)) including:	Deere Affidavit, ¶ 75
6.1.3.1	Basic switching function and capabilities (47 CFR § 51.319(c)(1)(i)(C) (1))	Deere Affidavit, ¶ 75
6.1.3.2	All other features switch is capable of providing, including custom calling, CLASS, Centrex, and any technically feasible customized routing functions (47 CFR § 51.319(c)(1)(i)(C)(2))	Deere Affidavit, ¶ 75, [81-82]
6.1.4	SWBT will transfer customer's local service in same interval it transfers customers between IXCs, if transfer requires only a software change (47 CFR § 51.319(c)(ii))	Deere Affidavit, ¶ 178
6.2	Tandem switching capability (47 CFR § 51.319(c)(2))	Deere Affidavit, ¶s 83 & 85, [73-74, 77]
6.2.1	Trunk-connect facilities (47 CFR § 51.319(c)(2)(i))	Deere Affidavit, ¶ 80
6.2.2	Trunk-to-trunk switching function (47 CFR § 51.319(c)(2)(ii))	Deere Affidavit, ¶ 80
6.2.3	Functions centralized in tandem switches, including call recording, routing to operator services, and signaling conversion features (47 CFR § 51.319(c)(2)(iii))	Deere Affidavit, ¶ 80
6.3	Pricing is just, reasonable, and nondiscriminatory, is based on cost, and includes a reasonable profit (Act, § 252(d)(1))	Cleek Affidavit, ¶ 18

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<b>7</b>	<b>ACCESS TO 911 AND E911 SERVICES, OPERATOR CALL COMPLETION SERVICE, AND DIRECTORY ASSISTANCE (Checklist Item (vii))</b>	
7.1	911 and E911 services ( <i>Act</i> , § 271 (c)(2)(B)(vii)(I))	Deere Affidavit, ¶s 75, 112-131
7.2	Operator call completion services ( <i>Act</i> , § 271(c)(2)(B)(vii)(III))	Keener Affidavit, ¶s [4, 6-7], 13-16
7.2.1	Nondiscriminatory rates, terms, and conditions for all carriers (47 CFR § 51.217(a)(2)(i))	Keener Affidavit, ¶s [4, 10], 15 Dysart Affidavit, ¶ [131]
7.2.2	With quality that is at least equal to that of SWBT (47 CFR § 51.217(a)(2)(ii))	Keener Affidavit, ¶ 15 Deere Affidavit, ¶ 113
7.2.3	With no unreasonable dialing delays (47 CFR § 51.217(b))	Keener Affidavit, ¶ 16
7.2.4	Accessible by dialing 0 or 0+, regardless of local service provider (47 CFR § 51.217(c)(2))	Keener Affidavit, ¶ 13
7.2.5	Make available in their entirety and provide access to all adjunct services (47 CFR § 51.217(c)(3) (iv))	Keener Affidavit, ¶s 13-16
7.2.6	Provide branding, or provide service without SWBT branding, upon request (47 CFR § 51.217(d))	Keener Affidavit, ¶s [4, 11-12], 17-21
<b>7.3</b>	<b>Directory assistance services (<i>Act</i>, § 271(c)(2)(B)(vii)(II))</b>	Keener Affidavit, ¶s 7-12
7.3.1	Nondiscriminatory rates, terms, and conditions for all carriers (47 CFR § 51.217(a)(2)(i))	Keener Affidavit, ¶ 9
7.3.2	With quality that is at least equal to that of SWBT (47 CFR § 51.217(a)(2)(ii))	Keener Affidavit, ¶ 9
7.3.3	With no unreasonable dialing delays (47 CFR § 51.217(b))	Keener Affidavit, ¶ 10
7.3.4	Any customer of a competing provider can obtain directory listings, except unlisted numbers, for customers of any carrier on a nondiscriminatory basis (47 CFR § 51.217(c)(3)(i); 51.217(c)(3)(iii))	Keener Affidavit, ¶s 9-12
7.3.5	Directory listings provided to competing provider in readily accessible magnetic tape or electronic formats in a timely fashion (47 CFR § 51.217(c)(3)(ii))	Keener Affidavit, ¶ 12

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7.3.6	Competing providers have access to and may read information in SWBT's directory assistance databases (47 CFR § 51.217(c)(3)(ii))	Keener Affidavit, ¶ 11
7.3.7	Make available in their entirety and provide access to all adjunct services (47 CFR § 51.217(c)(3) (iv))	Keener Affidavit, ¶ 9
7.3.8	Provide branding, or provide service without SWBT branding, upon request (47 CFR § 51.217(d))	Keener Affidavit, ¶s 17-21
<b>8</b>	<b>WHITE PAGES (Checklist Item (viii))</b>	
8.1	White pages directory listing for customers of other carrier's local exchange service (Act, § 271(c)(2)(B)(viii); 47 CFR § 51.319(c)(1) (i)(C)(1))	Auinbauh Affidavit, ¶s 54-60
<b>9</b>	<b>ACCESS TO TELEPHONE NUMBERS (Checklist Item (ix))</b>	
9.1	Nondiscriminatory access until the date numbering administration guidelines, plan, or rules are established (Act, § 271(c)(2) (B)(ix)); 47 CFR § 51.217(a)(2); 47 CFR § 51.319(c)(1)(i)(C)(1))	Adair Affidavit, ¶s 19-21, [generally] Auinbauh Affidavit, Schedule 4
9.2	After that date, compliance with such guidelines, plan, or rules (Act, § 271(c)(2)(B)(ix))	Adair Affidavit, ¶ 22
9.3	Access at least equal to what SWBT provides itself (47 CFR § 51.217(c)(1))	Adair Affidavit, ¶ 13, [15-18]
<b>10</b>	<b>ACCESS TO SIGNALING AND CALL-RELATED DATABASES (Checklist Item (x))</b>	
10.1	Signaling Networks (47 CFR § 51.319(e)(1))	Deere Affidavit, ¶ 130
10.1.1	Signaling links (47 CFR § 51.319(e)(1)(i))	Deere Affidavit, ¶ 131
10.1.2	Signaling transfer points (47 CFR § 51.319(e)(1)(i))	Deere Affidavit, ¶ 131
10.1.3	For carriers purchasing unbundling switching capability, access to SWBT's signaling network in same manner as SWBT (47 CFR § 51.319(e) (1)(ii))	Deere Affidavit, ¶s 131 & 132, [134, 136-155]

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10.1.4	For requesting carriers with their own switching facilities, access to SWBT's signaling for each of carrier's switches in same manner as SWBT connects its switches to an STP (47 CFR § 51.319(e)(1)(iii))	Deere Affidavit, ¶ 133
10.2	Call-related Databases (47 CFR § 51.319(e)(2))	Deere Affidavit, ¶ 130
10.2.1	Line information database (47 CFR § 51.319(e)(2)(ii))	Deere Affidavit, ¶s 134-135, [137-140]
10.2.2	Toll-free calling database (47 CFR § 51.319(e)(2)(ii))	Deere Affidavit, ¶s 143-145
10.2.3	Downstream number portability database (47 CFR § 51.319(e)(2)(ii))	Fleming Affidavit, ¶s 10, 15 & 22
10.2.4	AIN databases (47 CFR § 51.319(e)(2)(ii))	Deere Affidavit, ¶ 149, [141-143, 151]
10.2.5	Physical access at the STP linked to the unbundled database (47 CFR § 51.319(e)(2)(ii))	Deere Affidavit, ¶ 153
10.2.6	Carriers purchasing local switching capability may access SWBT's service control point in same manner as SWBT (47 CFR § 51.319(e)(2)(iii))	Deere Affidavit, ¶ 153
10.2.7	Carrier deploying own switch given access to SWBT's service control point in manner allowing carrier to provide any call-related, database-supported services (47 CFR § 51.319(e)(2)(iv))	Deere Affidavit, ¶s 160 & 162
10.2.8	Access to call-related databases complies with privacy provisions of § 222 of the Act (47 CFR § 51.319(e)(2)(vi))	Deere Affidavit, ¶ 138, [153] Watts Affidavit, generally
10.3	Service Management Systems (47 CFR § 51.319(e)(3))	Deere Affidavit, ¶ 150
10.3.1	Interconnects to the service control point and sends information and call processing instructions to service control point and provides requesting carriers with call-processing capabilities (47 CFR § 51.319(e)(3) (I)(A),(B))	Deere Affidavit, ¶ 149
10.3.2	Requesting carrier given information necessary to enter correctly, or format for entry, information for input into SMS (47 CFR § 51.319(e)(3)(ii))	Deere Affidavit, ¶ 150

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10.3.3	Requesting carrier allowed same access as SWBT to develop AIN-based services via SMS (47 CFR § 51.319(e) (3)(iii))	Deere Affidavit, ¶ 150
10.3.4	Access to SMS complies with privacy provisions of § 222 of the Act (47 CFR § 51.319(e)(3)(v))	Deere Affidavit, ¶ 138
<b>11</b>	<b>NUMBER PORTABILITY ((Checklist Item (xi))</b>	
11.1	Provide interim number portability through RCF, DID or other comparable arrangements (Act, § 271(c)(2)(B)(xi); 47 CFR § 51.203; 52.27)	Deere Affidavit, ¶s 156-171 Kramer Affidavit, ¶s 12-15 Lowrance Affidavit, ¶ 17 Auinbauh Affidavit, []
11.2	Any other comparable and technically feasible method upon request, as soon as reasonably possible (Act, § 271(c)(2)(B)(xi))	Deere Affidavit, ¶s 126 & 127, [170]
11.3	Competitively neutral cost recovery mechanism (47 CFR § 52.29; 52.29(a))	Deere Affidavit, ¶ 170, [172]
11.4	After regulations are issued, full compliance with performance criteria and schedules for implementation of long-term database method (Act, § 271(c)(2)(B)(xi); 47 CFR § 52.23)	Fleming Affidavit, Performance Criteria, ¶s 8-11 Fleming Affidavit, Schedules, ¶s 12-20
<b>12</b>	<b>LOCAL DIALING PARITY (Checklist Item (xii))</b>	
12.1	Provide requesting carriers with services and information necessary to implement local dialing parity in accordance with Act, § 251(b)(3)	Deere Affidavit, ¶s 172-177
12.2	Nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listings with no unreasonable dialing delays (Act, § 251 (b)(3))	Deere Affidavit, ¶ 172, [176]
12.3	Ensure the same number of digits to dial a call regardless of the originating or terminating carrier (47 CFR § 51.205; 51.207)	Deere Affidavit, ¶ 173, [176]

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<b>13</b>	<b>MUTUAL COMPENSATION (Checklist Item (xiii))</b>	
13.1	Establish reciprocal compensation arrangements for transport and termination of local telecommunications traffic with requesting carrier (Act § 251(b)(5), 252(d)(2), 271(c)(2)(b))	Auinbauh Affidavit, ¶s 80-84
13.2	Either provide for the mutual and reciprocal recovery by each carrier of costs associated with transport and termination of calls that originate on the network facilities of the other carrier (Act § 252(d)(2) (A)(i))	Auinbauh Affidavit, ¶s 80-84
13.2.1	Charges based on reasonable approximation of the additional cost of terminating such calls (Act § 252(d)(2)(A)(ii))	Auinbauh Affidavit, ¶s 80-84 Cleek Affidavit, ¶¶ [20, 22, 26-30] Moore Affidavit, ¶¶ [7-42]
13.3	Or no charge for local traffic by party on whose network call originates (Act § 252(d)(2)(B)(i))	See 13.2 Above
<b>14</b>	<b>RESALE (Checklist Item (xiv))</b>	
14.1	Provide at wholesale rates any telecommunications service provided at retail to subscribers who are not telecommunications carriers (Act, § 251(c)(4)(A))	Cleek Affidavit, ¶ 31
14.1.1	With no unreasonable or discriminatory conditions or limitations (Act, § 241(c)(4)(B))	Cleek Affidavit, ¶ 31
14.1.1.1	Restrictions on resale may include restrictions on cross-class selling, short-term promotions, or any other restrictions the state commission considers reasonable and nondiscriminatory (47 CFR § 51.613)	Cleek Affidavit, ¶s 32 & 33
14.2	Wholesale rates based on retail rates, excluding the portion of retail rates attributable to marketing, billing, collection, and other costs that will be avoided in wholesale resale (Act, § 252(d)(3))	Cleek Affidavit, ¶ 34

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14.3	Provide branding, or provide service without SWBT branding, upon request, for resold operator, call completion, or directory assistance service, unless SWBT proves to the state commission that restricting rebranding or unbranding is reasonable and nondiscriminatory (47 CFR § 51.613(c), (c)(1), (c)(2))	Cleek Affidavit, ¶ 33
14.4	For retail services SWBT has already offered to a limited group of customers, allow a requesting carrier to resell at wholesale rates those services to the same limited group of customers (47 CFR § 51.615)	Cleek Affidavit, ¶ 32
14.5	Assess end user common line charge on resellers in accord with 47 CFR § 51.617	Cleek Affidavit, ¶ 32





**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of

Application of SBC Communications Inc.,  
Southwestern Bell Telephone Company, and  
Southwestern Bell Communications Services,  
Inc., d/b/a Southwestern Bell Long Distance,  
for Provision of In-Region, InterLATA  
Services in Oklahoma

CC Docket No.

**AFFIDAVIT OF WILLIAM T. ADAIR**

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON    )

I, William T. Adair, being duly sworn upon oath, do hereby depose and state as follows:

1. My name is William T. Adair. My business address is 5400 Foxridge, Room B-10, Mission, Kansas 66206. I am employed at Southwestern Bell Telephone Company ("SWBT") and serve as Area Manager-Number Planning Administration. In this position, I act as Industry Central Office Code Administrator for the five states served by SWBT: Kansas, Missouri, Arkansas, Oklahoma and Texas. I have served in this capacity since 1995.